

RECORDING FEE

JULY 147 PM '74

## REAL PROPERTY MORTGAGE

BOOK 1300

PAGE

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ORIGINAL

MORTGAGEE ADDRESS

Jerry Payne  
 Crystal S. Payne  
 5th St.  
 Conestee, S. C.

MORTGAGEE C.I.T. FINANCIAL SERVICES CO.R.P.

ADDRESS 146 Liberty Lane  
 P. O. Box 5758, Sta. B  
 Greenville, S. C.

LOAN NUMBER	DATE	DATE PAYMENT DUE OR, IF LESS THAN 30 DAYS FROM PAYMENT OF PAYMENT, DATE OF PAYMENT	NUMBER OF PAYMENTS	RATE OF INTEREST	DATE FIRST PAYMENT DUE
	1/11/74	1/16/74	120	12%	
\$143.00	\$143.00	1-25-84	\$ 17,160.00		\$ 10,090.12

THIS MORTGAGE SECURES FUTURE ADVANCES -- MAXIMUM OUTSTANDING \$20,000

NOW, KNOW ALL MEN, that Mortgagor (all, if more than one), to secure payment of a Promissory Note of even date from Mortgagor to the above named Mortgagor in the above Total of Payments and all future and other obligations of Mortgagor to Mortgagor, the Maximum Outstanding of any given day not to exceed the amount stated above, hereby grants, bargains, sells, and releases to Mortgagor, its successors and assigns, the following described real estate together with all fixtures and future improvements thereon situated in South Carolina, County of Greenville.

All that certain piece, parcel or tract of Land, situate, lying and being in Greenville County in the State of South Carolina, being known as a portion of Lot No. 61, as shown on plat of property of Conestee, South Carolina, by R. E. Dalton, dated 11-09-1943 recorded in the R.M.C. Office for Greenville County in Plat Book K at page 276, and having the following metes and bounds, to-wit:

BEGINNING at a point on the Eastern side of Fifth Avenue and running N. 42-08 W. 250 feet to an iron pin; thence, S. 47-57 E. 101 feet to an iron pin; thence, S. 42-03 W. 22.7 feet to an iron pin; thence, S. 47-57 W. 99 feet to an iron pin; thence, S. 42-03 W. 231.6 feet to an iron pin on the Eastern side of Fifth Avenue; thence continuing with the Eastern side of Fifth Avenue, N. 43-23 W. 142 feet to an iron pin; thence continuing with the Eastern side of Fifth Avenue, N. 47-38 W. 58.3 feet to an iron pin, the point of beginning.

This is a portion of the same property conveyed to the Grantor herein by deed from The School District of Greenville County recorded in the R.M.C. Office For Greenville County in Deed Book 675 at page 153.

TO HAVE AND TO HOLD all and singular the real estate described above unto said Mortgagor, its successors and assigns forever.

If Mortgagor shall fully pay according to its terms the Indebtedness hereby secured then this mortgage shall become null and void.

Mortgagor agrees to pay all taxes, fees, assessments, obligations, prior encumbrances, and any charges whatsoever against the above described real estate as they become due, Mortgagor also agrees to maintain insurance in such form and amount as may be satisfactory to Mortgagor in Mortgagor's favor.

If Mortgagor fails to make any of the above mentioned payments or fails to maintain satisfactory insurance, Mortgagor may, but is not obligated to, under such payments or effect insurance in Mortgagor's own name, and such payments and expenditures for insurance shall bear interest at the highest lawful rate if not provided by law, and the fee hereunder on the above described real estate, and may be enforced and collected in the same manner as the other debt hereby secured.

Upon any default, all obligations of Mortgagor to Mortgagor shall become due, at the option of Mortgagor, without notice or demand.

Mortgagor agrees in case of foreclosure of this mortgage to pay a reasonable attorney's fee as determined by the court in which suit is filed and any court costs which shall be secured by this mortgage and included in judgment of foreclosure.

This mortgage shall extend, consolidate and renew any existing mortgage held by Mortgagor against Mortgagor on the above described real estate.

In Witness Whereof, (I/we) have set my/our hand(s) and seal(s) the day and year first above written.

Signed, Sealed, and Delivered:

In the presence of:

*Paul F. Price*  
 (Witness)  
*John Dalton Jr.*  
 (Witness)

*Jerry Payne*  
 Jerry Payne  
 (Signature)

*Crystal S. Payne*  
 Crystal S. Payne  
 (Signature)



52-3269 (10-27) SOUTH CAROLINA